

# Southampton City Council

## Trade Union Facilities Agreement

Staff Volunteering Scheme			
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<b>Lead officer</b>	Janet King	<b>Review date</b>	March 2020,
<b>Contact</b>	Ext 2378	<b>Effective date</b>	Sept. 2019

## FACILITIES AGREEMENT

### Context

1. This agreement outlines Southampton City Council's approach to employee relations between the Council and the recognised Trade Unions in respect of Southampton City Council staff, including those employed in maintained schools, any wholly or partly owned subsidiary of the Council and covers the following recognised, Trade Unions:
  - Unison
  - Unite
  - GMB
  - GMC (General Medical Council),
  - BMA (British Medical Association: COSOP arrangement – Public Health),
  - National Education Union
  - NASUWT (national Association of Schoolmasters and Union of Women Teachers)
  - ASCL (Association of School and College Leaders)
  - NAHT (National Association of Headteachers)
2. These recognised bodies, collectively referred to as "the unions", represent staff within the scope of the National Joint Council (NJC) for Local Government Services; Joint National Council (JNC) for Chief Officers; JNC for Chief Executives; JNC for Local Authority Craft and Associated Employees; JNC for Youth and Community Workers; and the National Conditions of Service for School Teachers.
3. Within the agreement the following are clarified:
  - informal discussions and formal consultation and negotiation arrangements
  - a confirmed Facilities Agreement including reasonable time off arrangements (the statutory right for Trade Union representatives) to enable elected representatives to carry out trade union duties and undertake approved training
  - a learning agreement.
4. It aims to bring clarity of roles and responsibilities and help ensure that employees are treated reasonably, with respect and fairness and have a 'voice' in key employment related issues.
5. The Council operates within a system of collective bargaining with recognised Trade Unions to effectively negotiate terms and conditions of employment for staff. Membership of one of the recognised Trade Unions therefore provides staff with an opportunity to actively engage in decisions which may impact upon their employment.

### Legal definitions of Trade Union officials and representatives:

6. Section 119 of the Trade Union and Labour Relations (Consolidation) Act 1992 defines an official as:
  - (a) an officer of the union or of a branch or section of the union, or
  - (b) a person elected or appointed in accordance with the rules of the union to be a representative of its members or of some of them, and includes a person so elected or appointed who is an employee of the same employer as the members or one or more of the members whom he is to represent.
7. Section 181 (1) of the same Act defines a 'representative', for the purposes of sections 181 – 185 of the Act, as 'an official or other person authorised by the union to carry on such collective bargaining'.

8. The council recognises the following unions within current facilities agreement:

- Unite
- Unison
- GMB (General Municipal Boilermakers)
- GMC (General Medical Council)
- BMA (British Medical Association: COSOP arrangement – Public Health)
- NEU (National Education Union)
- NASUWT (National Association of Schoolmasters and Union of Women Teachers)
- ASCL (Association of School and College Leaders)
- NAHT (National Association of Headteachers)
- The Council also maintains positive engagement and dialogue with the AEP (Association of Educational Psychologists) who represent staff on Soulbury linked terms and conditions of service.

## Scope

9. This agreement applies to all Council staff **excluding**:

- those engaged in maintained schools
- those working with organisations who are operating a contract for the council
- those who are associated with the council, such as a project undertaken on council premises or supported through a grant

## Roles

10. The main roles are:

- **Branch Secretary:** is the main contact person with the wider union, handles branch administration and provides leadership.
- **Deputy Branch Secretary:** deputises for the Branch Secretary, as above; **Trade Union convenors:** employees and union representatives elected by a union to represent all their members within the organisation on corporate matters, either on a full time or part-time basis.
- **Trade Union workplace reps or stewards:** employees elected by union members to represent them on local issues within the service or area of their substantive position on a part-time/agreed release basis.
- **Branch based representatives:** these are seconded to a role within the branch and undertake casework in areas where there are no local union representatives or to represent the union in a specialised discipline (Health & Safety or Equalities for example) and engage / participate in collective bargaining or negotiation directly with the employer.
- **Union Learning Representatives:** employees and trade union representatives selected by their union to advise their members and other employees on learning and development options, on either a part-time or full-time basis.
- **Safety Representatives:** employees and trade union representatives selected by their union to represent their members and other employees on safety matters on a part-time basis.

11. Union members covered by this agreement will include temporary staff and agency workers engaged by the council as well as permanent employees and casual workers, whether full or part time.

12. As part of this agreement the recognised Trade Unions will:

- ensure that union representatives are aware of their role, responsibilities and functions
- inform management, in writing, as soon as possible of appointments or resignations of union representatives
- ensure that union representatives receive any appropriate written credentials promptly

- ensure that employers receive details of the functions of union representatives where they carry out special duties or functions.

## Appointment

13. Trade Unions will work towards electing Convenors to reflect the make-up (proportionality) of membership across the Council and schools. On the successful appointment of a Branch official including Branch Secretary, Deputy Branch Secretary, Union Learning Representative, Equality Officer and Health & Safety Officer, workplace representative or convener, the Branch will notify the Council of the successful candidate, their role, duties and responsibilities and any facility time that will be required to fulfil the requirements of the role.
14. All posts are elected to on a periodic basis and SCC staff duly elected are released on a secondment basis into the Union role. Upon loss of office the affected officers will return to their substantive role and service area. If, during the period of office the substantive role has been changed / deleted as part of any review their position will be looked at under normal redeployment processes.

## Development

15. Trade Union Branch Secretaries, Deputy Branch Secretaries, convenors and stewards, regardless of their work pattern, hours or status (part time, full time, fixed term, casual working etc.), will have access to relevant learning and development that enables them to perform their Trade Union duties effectively. Such learning and development will be arranged and funded by the Union at a suitable venue.
16. The Branch will maintain and review a list of accredited stewards which will be provided upon request. Branch Secretaries, Deputy Branch Secretaries and Convenors may also have access to appropriate parts of the Council's Learning and Development training.
17. Workplace representatives will be permitted to paid time off to undertake learning and development (approved by their Union or the TUC) relevant to their Trade Union duties and activities as per section 168(2) of the Trade Union and Labour Relations (Consolidation) Act 1992.
18. Union Learning Representatives are entitled to relevant learning and development which enables them to carry out their Trade Union duties under section 43 of the Employment Act 2002. Safety representatives will be allowed training in relation to their role under Safety Representatives and Safety Committees Regulations 1977.
19. Members, Representatives and Convenors, will also be entitled to paid time off for any travel time incurred in attending or participating in developmental activities relating to trade union duties. Time off for learning and development will be agreed subject to discussion and agreement with the Service Director/ Service Lead/ Service Manager and the needs of the business.

## Trade Union Activities

20. Trade Union activities are those which members and representatives are allowed time off with full pay regardless of their work pattern, hours or status (part time, full time, fixed term, casual working etc.) for Union related duties and commitments including:
  - Joint Consultative Group meetings
  - Negotiation meetings with managers and officers that affect the workforce such as: budget consultations, collective bargaining, TUPE transfers, redundancies and policy consultation
  - Workplace meetings to discuss and vote on the outcome of negotiations between Trade Union representatives and the Council
  - Meeting with Union representatives to discuss issues relevant to the workplace
  - Meetings with members for individual advice or representation (where appointed as a workplace representative or convener)

- Preparation to represent members including collating information relevant to their case; meeting with union officials from the regional and national offices
- Voting in Union elections
- Access to services provided by a Union Learning Representative.

21. The subjects connected with collective bargaining may include one or more of the following:

- a) Terms and conditions of employment, or the physical conditions in which staff are required to work. Examples could include:
  - pay
  - hours of work
  - holidays and holiday pay
  - sick pay arrangements
  - pensions
  - learning and training
  - equality and diversity
  - notice periods
  - the working environment
  - operation of digital equipment and other machinery
- b) Engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more workers. Examples could include:
  - recruitment and selection policies
  - human resource planning
  - redundancy and dismissal arrangements
- c) Allocation of work or the duties of employment as between staff or groups of staff which could include:
  - job grading
  - job evaluation
  - job descriptions
  - flexible working practices
- d) Matters of discipline, which may include:
  - disciplinary procedures
  - arrangements for representing or accompanying staff at internal meetings or interviews
  - arrangements for appearing on behalf of Trade Union members, or as witnesses, before agreed outside appeal bodies or employment tribunals
- e) Trade Union membership or non-membership including:
  - representational arrangements
  - any union involvement in the induction of new workers
- f) Facilities for Trade Union representatives including:
  - office accommodation
  - equipment
  - provision of the names of new workers to the Unions
- g) mechanisms for negotiation or consultation and other procedures which may include:
  - grievance procedures
  - joint consultation
  - communicating with members

- collective bargaining at the Council and/or multi-employer level
  - communicating with other Union representatives and Union full-time officers concerned with collective bargaining with the employer.
22. Additionally, Health and Safety representatives are entitled to paid time off to:
- investigate complaints, possible hazards and dangerous incidents;
  - represent staff in talks with the employer or the Health and Safety Executive (HSE) or other safety or environmental enforcement agencies;
  - take part in risk assessments and to be consulted upon the arrangements for health and safety.
23. Union Learning Representative (ULR) are also allowed paid time off to perform the following functions in relation to their ULR role:
- analysing learning and development or training needs
  - providing information and advice about learning and development or training matters
  - arranging learning and development or training
  - promoting the value of learning and development or training
  - consulting the employer about carrying on any such activities
  - preparation to carry out any of the above activities
  - undergoing relevant learning and development or training.
24. To effectively represent the wider views of members, members of the branch can **have agreed paid time off to** attend annual conferences throughout the year. These include national and local government conferences but also conferences such as LGBT, Women's and Black Members' conferences that encourage participation from groups that may be less frequently heard in the workplace. Southampton City Council recognises the importance of encouraging participation in these annual conferences and the benefit it can have on the workforce. Branch officials should discuss required time off with their service line manager and confirm approval prior to the required absence and in line with service needs.
25. Branch Secretaries, Deputy Branch Secretaries, Convenors and workplace reps can also attend constitutional committees established by unions **during their working hours with pay**, to organise and represent members both nationally and within a geographical region.
26. Members, Representatives, Officials and Convenors will also be entitled to paid time off for any travel time incurred in attending or participating in trade union activities.

## Schools

A review and agreement of funding for schools' trade unions is agreed annually and is subject to a separate facilities agreement

## Inductions

27. The council will allow the recognised trade unions access to inductions of new staff with a view to promoting the benefit of trade unions within the workplace.

## Industrial Action

28. Employers and Trade Unions have a responsibility to use agreed procedures to settle problems and avoid industrial action. Time off may be permitted for this purpose particularly where there is a dispute. There is no right for time off for Trade Union activities which themselves consist of industrial action. However, where an official is not taking part in industrial action but represents members involved, normal arrangements for time off with pay for the official should apply. Refer to Southampton City Council's policy document "Dispute Resolution Protocol".

## Funding

29. To fairly distribute the cost and benefit of union representation across the Council, a centralised fund will be established to adequately resource full or part time Branch Secretary, Deputy Branch Secretary or Convenors agreed release time. All service areas will contribute to this on an equal basis.
30. The agreed level of central funding 2019/2020 provides the following resource:  
Unite – 1.50 FTE; Headcount 2; Unison – 2 FTE; Headcount 2.
31. In accordance with the Acas Code of Practice; Time Off for Trade Union Duties and Activities, the salaries of individuals formally seconded to the role of Branch Secretary, Deputy Branch Secretary or Convenors will be funded at the substantive grade of the post-holder concerned. In respect of allowances which would have been applicable to the substantive post, but are not applicable to the secondment, (such as contractual car allowance, etc.) the individual concerned will receive an honorarium of equivalent value in lieu of the loss of the allowance, for the duration of the secondment.
32. The secondment budget will be variable year-on-year, dependent upon the substantive grades, and any allowances, of the individuals formally elected and seconded to the roles.

## Time off

33. Trade Unions will have regard to the operational arrangements for time off and will reflect the need: to maintain a service to the public; for security and safety; and the number and spread of employees.
34. The Council will consider the difficulties for Trade Union officials and members in ensuring effective representation and communication e.g. shift workers, part-time workers, job sharers and those employees with domestic commitments and employees at dispersed locations.
35. Time off with full pay will be granted to Branch Secretaries, Deputy Branch Secretaries, members, workplace representatives and Convenors for Trade Union activities, conferences, meetings, tribunal and court attendance or training relevant to their trade union duties regardless of their work pattern, hours or status (part time, full time, fixed term, casual working etc.).
36. When workplace representatives are allocated a case or required to carry out Trade Union duties by their Union, that representative shall notify their service or line manager (in writing or verbally) as soon as reasonably practicable of their need for time off to allow their substantive work to be covered. It is the responsibility of the workplace representative to decide on and notify their management of a reasonable amount of time that they will need off to perform their trade union duties. If there is any doubt about the amount of time required to perform trade union duties, the relevant Branch Secretary will confirm the appropriate amount of time needed. It shall be the responsibility of their manager to arrange for any work to be covered.
37. In line with ACAS Code of Practice a workplace representative may be required to provide their manager with the following information when requesting paid time off for trade union activities or training:
  - the purpose of such time off, while preserving personal confidential information relating to individuals in grievance or disciplinary matters;
  - the intended location;
  - the timing and duration of time off required.
38. In certain circumstances payment might be made to shift and part time Council employees undertaking trade union duties outside their normal working hours, this will be agreed in advance between the relevant union and the Council. There is no right to time off for trade union activities which consist of industrial action.

## Travelling expenses

39. Reasonable travel expenses incurred by trade union Convenors, stewards, Union Learning Representatives and Safety Representatives whilst on Trade Union duties will be reimbursed at the appropriate car mileage or public transport rates as set out in the terms and conditions of their substantive post.

## Union Learning Representatives

40. Unions must give notice in writing that the member of staff is a Union Learning Representative of their Trade Union. To qualify for paid time off the member must be sufficiently trained to carry out their duties as a Union Learning Representative either at the time when their Trade Union gives written notice to the Council that they are a Union Learning Representative, or within six months of that date.
41. Payment for time off for the learning, development or training relevant to their Trade Union learning role will be made in the same way as payment for time off for Trade Union duties.

## Approach

42. Dialogue within this agreement is based on an open approach which encourages solution focused discussions and reflects the Council's values.
43. A prerequisite of the involvement of all parties will be a commitment to ensuring positive and constructive input based on behaviours centered on transparency, integrity and a genuine commitment to working together as a team for Southampton City Council to resolve issues.
44. Both management and Trade Unions will strive to make the Council an exemplar of good employment practice and a progressive force in shaping innovative and creative solutions to employment related challenges.
45. The Council and the Trade Unions recognise the need for a pragmatic and joint approach towards employee relations. This approach will be underpinned by the commitment from the Council to ensure that consultation, negotiation and communication with the Trade Unions is undertaken at the earliest possible opportunity.
46. An effective relationship with the Trade Unions does not remove the right of leaders and managers to manage and take those difficult decisions. However, it does expect a genuine commitment to ensuring that the views of staff are sought and considered before decisions are taken, which may impact upon them.
47. A formal structure of joint consultation meetings (JCGs) between managers and Union representatives will be maintained at service and corporate level, which will (unless otherwise agreed) take place on a quarterly basis.
48. Joint Consultative Groups (JCGs) at service and corporate level are in place to ensure matters of Health & Safety are raised and addressed in accordance with Safety Reps and Health and Safety Regulations.

## Decision Making

49. Decisions made which support the introduction of changes or withdrawal of employment conditions, policies, procedures, or any other arrangements, will be supplemented, where appropriate, via the Council's recognised delegated decisions process. This provides a formal, transparent and accountable framework to record decisions made within the Council. This process includes the recording of consultation and negotiation with the Trade Unions along with information relating to equality, diversity, cohesion and Equality and Safety Impact Assessments.

## Early Resolution of Issues

50. Wherever possible, issues should be raised, consulted on and resolved at a local level through:
  - Fortnightly meetings with the Director of HR.
  - Service level JCG meetings with appropriate input from HR and H and S.



## Measuring Success

51. The success of this agreement will be measured through the following:

- results of the Staff Survey
- improvements in performance data relating to the workforce including absence levels and retention
- reduction in unresolved issues escalating through formal policies and appeals (grievance and Disciplinary)
- resolution of issues through minuted JCGs

## Release time

52. Current arrangements for release time are as follows:

- **UNISON** 2.0 FTE; 2 Headcount  
Branch Secretary; Deputy Branch Secretary; Branch Representative or Convenor
- **Unite** 1.50 FTE; 2 Headcount  
Branch Secretary; Deputy Branch Secretary; Branch Representative or Convenor
- **Schools Trade Unions**; see Schools Facilities Agreement

53. Additionally, **Health and Safety Representatives** are entitled to paid time off to:

- investigate complaints, possible hazards and dangerous incidents and carry out workplace inspections
- represent workers in talks with the employer or the Health and Safety Executive (HSE) or other safety or environmental enforcement agencies
- attend JCG meetings (all or part meetings as determined by agenda)
- take part in risk assessments
- be consulted upon the arrangements for health and safety.

54. Where a Branch Secretary identifies a need for an increase in facilities time for additional support to their Branch where membership has increased significantly, they may put in a request to the Service Director HR and Org Dev and the Deputy Chief Executive of the Council. Requests will be considered by the Service Director HR and Org Dev, the Deputy Chief Executive (or their appointed representative) and the Branch Secretaries of the other recognised Trade Unions. Approval or refusal will be confirmed and provided in writing to the requesting Branch Secretary within 15 working days of submitting the request. Where approval is not granted, the reasons for the refusal shall be provided in the response.

55. The Council will provide to the unions of the following:

- lists of DOCAS schedules by employer code;
- lists of BACS notifications relating to branch levy charges (where relevant); and
- DOCAS information to the unions' head offices;
- a check-off facility to all directly employed staff (deduction of union subscription from wages) for which the jointly agreed administrative costs will be covered by Unions

## Communication

56. The recognised Trade Unions are permitted dedicated pages on the Council's intranet site to promote their Branch and provide contact details for staff.

57. The Unions shall also be permitted to use the Council's email distribution lists for appropriate communications with their members.

58. Additionally, workplace representatives and Branch officers can distribute information approved by their Union (by their branch, regional or national offices) by posting on workplace notice boards, or through face to face contact in workplaces.
59. Other channels of communication or promotion may be used by the unions with prior approval.
60. In accordance with the ACAS code of practice the Council will respect the confidential and sensitive nature of communications between union representatives and their members and trade union. As such, the Council will not carry out regular or random monitoring of union emails or telephone calls and only do so in exceptional cases where, for example, in cases of suspected illegal use. The Council will specify the circumstances where such monitoring is being considered and how it is to be done, for example by the Council's IT service or security personnel and notifying the union in advance where applicable.
61. The Council also expects Trade Union representatives to maintain confidentiality when management share information of this nature in the interest of openness.